

SECOND AMENDMENT TO LEASE AGREEMENT

Reference is made to a Lease Agreement relating to Parcel 15 in the Fenway Urban Renewal Area, located on Bolyston Street, Boston, Massachusetts, between the Boston Redevelopment Authority, as lessor, and the Institute of Contemporary Art, Inc., as Lessee, dated May 14, 1973 and recorded in Suffolk Registry of Deeds in Book 8628, Page 678, as amended by the First Amendment to Lease Agreement dated July 10, 1989 and recorded in Suffolk Registry of Deeds Book 11208, Page 227. Terms used herein shall have the meanings assigned in the Lease Agreement.

The Lessor and the Lessee have agreed to amend the Lease Agreement. Accordingly, the Lease Agreement as amended is hereby further amended as follows:

Section 7, entitled "Rents", is amended to provide that at the end thereof: Notwithstanding any provision thereof to the contrary, the annual rental payments of \$14,000 due for January 1, 1991 and January 1, 1992 shall be paid directly to the Jamaica Plain Arts Council to ensure the continued existence of that non-profit neighborhood arts center.

Except as herein amended, the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute under seal this Second Amendment to Lease Agreement in triplicate as of this ____ day of November, 1991.

BOSTON REDEVELOPMENT AUTHORITY

BY _____
Stephen Coyle, Director

INSTITUTE OF CONTEMPORARY ART,
INC.

BY _____

Approved as to form:

Ralph F. Cahill, Assistant
General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Boston, November __, 1991

Then personally appeared before me, Stephen Coyle, Director, who executed the foregoing instrument on behalf of the Boston Redevelopment Authority and acknowledged the same to be the free act and deed of said Authority.

Notary Public
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

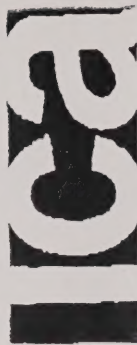
Suffolk, ss.

Boston, November __, 1991

Then personally appeared before me the above named _____ who executed the foregoing instrument on behalf of the Institute of Contemporary Art, Inc., and acknowledged the same to be the free act and deed of said corporation.

Notary Public
My Commission expires:

The Institute of Contemporary Art



955 Boylston Street, Boston MA 02115-3194

telephone: 617.266-5152 fax: 617.266-4021

November 20, 1991

Mr. Stephen Coyle
Executive Director
Boston Redevelopment Authority
Boston City Hall
One City Hall Plaza
Boston, Massachusetts 02201

Dear Mr. Coyle,

The Institute of Contemporary Art has served the New England region for over a half century as the premier exhibition space for contemporary art. Through difficult, and supportive times The ICA has worked with artists and audiences to thoughtfully and constructively present the best of fine contemporary and performance art, and to reach out to the changing demographics which have always represented the diversity of Boston's population. Our current exhibition, *El Corazón Sangrante/The Bleeding Heart*, is an example of how we are seeking to reach out to the evolving Latino community with work which draws upon images common in Latin American cultures.

We are a financially sound institution which currently leases space in a BRA-owned building at 955 Boylston Street, Boston. We are seeking to build our connections with the Boston arts community. In this regard, we have been having conversations with representatives of the Jamaica Plain Arts Council (the "Council"), which is a community-based arts agency providing programming that explores and celebrates the neighborhood's cultural diversity. It has been recognized as the sole community multicultural arts center in Boston, and a model for other neighborhoods. It is located in a former public facility -- a firehouse.

In 1986, the City formed a unique public-private partnership selling the building to a private corporation with the stipulation that they rent space to the Arts Center. Furthermore, it was agreed that the Arts Center would have the right to purchase the building after the corporation had realized all available tax credits in five years. December 1991 marks the end of this five year period. Recently, in the interest of maximizing services to the public during a period of fiscal austerity, we have initiated discussions of potential collaborations which could match the complementary assets of each of our organizations.

Normally, The ICA pays its rent directly to the BRA. In light of the above, The ICA and the Council, would like to jointly request that the BRA and the City allow the 1991 rental payment by The ICA to the BRA be used to service the Council's financial obligations which will enable them to continue negotiations to purchase the firehouse building.

Therefore, we are requesting that the current rental payment from The ICA to the BRA will be paid directly to the Council to cover their current rental obligations and

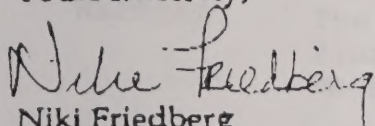
City of Boston
CITY COUNCIL

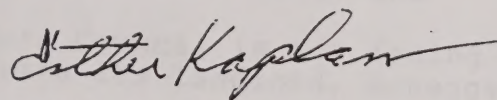
operating expenses. The future payments, paid directly by The ICA to the Council on an annual basis, will service a loan which will thus ensure the continuance of this vital community resource for the people of Jamaica Plain and the surrounding neighborhoods. The procedures will be reviewed on an annual basis by all parties.

We look forward to the BRA's concurrence with this matter so that The ICA may provide immediate assistance to the Council, and furthermore that the BRA will credit our account for this payment made directly to the Council.

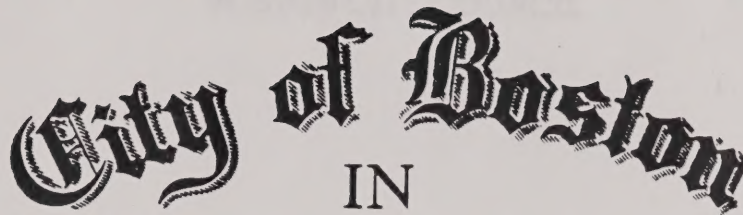
Please contact us for any further information required. Thank you for your consideration.

Yours sincerely,


Niki Friedberg
President, Board of Trustees


Esther Kaplan
Acting Executive Director

cc: Betty Hillmon, President, J.P. Arts Council Board of Directors
Bruce Rossley, Director, Office on the Arts and Humanities



CITY COUNCIL

RESOLUTION OF COUNCILLOR MAURA HENNIGAN CASEY

and COUNCILLOR THOMAS M. MENINO

TO URGE B.R.A. SUPPORT OF THE JAMAICA PLAIN MULTICULTURAL ARTS CENTRE

WHEREAS: The Jamaica Plain Multicultural Arts Center, operated by the Jamaica Plain Arts Council, is an important community resource; and

WHEREAS: The programs of the Jamaica Plain Arts Council are cross-generational and multicultural; and

WHEREAS: The Jamaica Plain Arts Council is now facing financial problems with its landlord, Bruegger's Bagel Bakery; and

WHEREAS: Bruegger's Bagel Bakery was designated by the Public Facilities Department as the developer of the former firehouse in which the Jamaica Plain Arts Council is now a tenant; and

WHEREAS: The Boston Redevelopment Authority is the landlord of the property at 955 Boylston Street in which the Institute of Contemporary Art is the tenant with a thirty year lease that requires payments of \$14,000 per year to the City of Boston,

Be it resolved that the Boston City Council urges the Collector Treasurer and the Boston Redevelopment Authority to dedicate the rental receipts of the cultural facility at 955 Boylston Street, Boston, to assist the cultural facility tenant at 659 Centre Street, Jamaica Plain, the Jamaica Plain Arts Council, for a period not to exceed twenty years.

By: _____
President of the City Council

Attest: _____
Clerk of the City of Boston

Offered by: _____

Date: _____



THOMAS M. MENINO
BOSTON CITY COUNCIL

Committee Chairman:
Ways and Means
Community Investment
and Banking
Arts and Humanities

November 21, 1991

Mr. Clarence Jones, Chairman
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

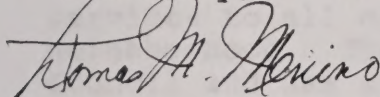
Dear Chairman Jones:

I am urging you to pass the amendment proposed by the Institute of Contemporary Arts and the Jamaica Plain Arts Council. This measure will assure that the eviction proceedings against the Arts Council will be halted, and that it can continue to provide important services to the community.

When the Jamaica Plain Arts Council became the tenant of a previously owned city building, it was faced with many unanticipated expenses. As Chair of the Arts and Humanities Committee of the Boston City Council, I have worked with the J.P. Arts Council. I am convinced that with the administrative changes which it has undertaken, and with the assistance provided in the amendment before you, the Jamaica Plain Arts Council can meet both present and future financial commitments.

The vital services offered by the multi-cultural Arts Center must not be lost to the community. The people of this neighborhood have asked for our help to maintain this critical community resource, and deserve our support.

Sincerely,


Thomas M. Menino



OFFICE OF THE ARTS AND HUMANITIES

BOSTON ART COMMISSION

Boston City Hall — Room 803
Boston, Massachusetts 02201
617-725-3245

RAYMOND L. FLYNN
MAYOR

BRUCE P. ROSSLEY
COMMISSIONER

November 21, 1991

Chairman Clarence Jones
and Members of the Board
of the Boston Redevelopment Authority

Dear Chairman Jones and Members of the Board:

I wish to voice my strong support for the proposal now before you to amend the lease between the BRA and the Institute of Contemporary Art. Through your passage of this amendment, the Jamaica Plain Multicultural Arts Center will not be evicted and will continue to serve the residents of Jamaica Plain.

The Jamaica Plain Arts Council, which operates the Jamaica Plain Multicultural Arts Center, rents space in a building formerly owned by the City of Boston. Since becoming a tenant in 1986, the Arts Council has been responsible for many unanticipated expenses including over \$100,000 in necessary capital improvements. Because of these expenses, the Arts Council owes approximately \$29,000 in back rent.

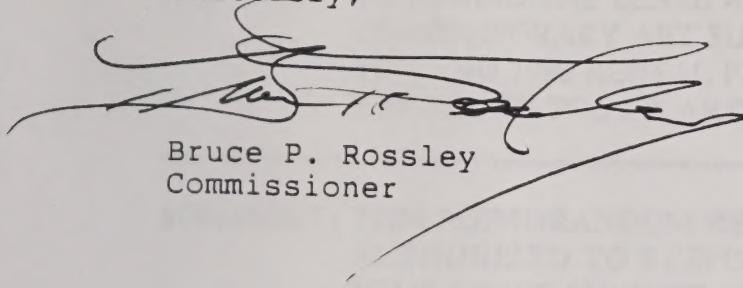
During the last year, new members have been added to the Arts Council Board of Directors. Five months ago, a new business plan was implemented and new administration was named. The result of these efforts is that the Arts Council has remained current in its rental payments for five months and can do so in the future.

In spite of these efforts, the Arts Council has been facing eviction because of past due rent.

The Jamaica Plain Arts Council provides extremely important services to all of the communities that compose the Jamaica Plain neighborhood. The community has rallied to the support of the Arts Council and has strongly indicated its desire that the programs offered at the Arts Center not be lost. These programs, which impact the young, senior citizens, culturally diverse residents and low income residents, are even more important in difficult economic times.

I urge you to support the proposal put forward jointly by the Jamaica Plain Arts Council and the Institute of Contemporary Art. Through this action, you will assure that a community based non-profit organization, which is operating in a prudent business like manner, can continue to provide much needed services to the Jamaica Plain community.

Sincerely,



Bruce P. Rossley
Commissioner

MEMORANDUM**NOVEMBER 21, 1991**

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING & DEVELOPMENT
ANDREA d'AMATO, PROJECT MANAGER

SUBJECT: TO AMEND THE LEASE AGREEMENT WITH THE INSTITUTE OF
CONTEMPORARY ART SUCH THAT THE LEASE PAYMENTS FROM
1991 AND 1992 RENTAL PAYMENTS WILL BE MADE DIRECTLY FROM
THE ICA TO THE J.P. ARTS COUNCIL.

SUMMARY: THIS MEMORANDUM REQUESTS THAT THE DIRECTOR BE
AUTHORIZED TO RESPOND TO ICA'S REQUEST TO AMEND THE
ICA'S LEASE SUCH THAT THE ICA'S RENTAL PAYMENTS FOR
1991 AND 1992 WILL BE PAID DIRECTLY TO THE J.P. ARTS
COUNCIL.

BACKGROUND

In 1986, City's Public Facilities Department ("PFD") conveyed the former Fire Station located at 659 Centre Street in Jamaica Plain to the Brueggers' Bagel Company ("Brueggers") with the condition that Brueggers' enter into a long-term lease with the Jamaica Plain Arts Council ("the Council").

The Council is a non-profit arts organization struggling for survival in an era of limited resources. It has excellent community support in the form of fund-raising and program patronage, yet is still handicapped by their lease with Brueggers. They are currently negotiating with Brueggers to either acquire the space outright or to restructure the lease agreement to permanently get out of their current and persistent debt.

PREVIOUS ACTIONS

The Council approached the Boston Redevelopment Authority ("BRA") for assistance in the summer of 1988. On January 11, 1990, the BRA Board authorized a grant, not to exceed \$38,600, to cover the financial shortfalls resulting from the renovations. These funds were derived from the escrow account established by the BRA with a grant from New England Telephone Company, earmarked for use by the local arts community.

On August 14, 1991, the City Council unanimously passed a Resolution to urge the BRA's support of the Jamaica Plain Multi-Cultural Arts Center. The City Council requested that the BRA work with the Collector Treasurer to dedicate the lease payments, currently \$14,000 per year, from the Institute of Contemporary Art to the Council ("ICA").

On August 21, 1991, in response to the City Council Resolution, the BRA Board authorized BRA staff to work with the Mayor's Office of Arts and Humanities and other City agencies to support the continued efforts of the Council to resolve their lease problems and maintain an Arts Center for the City of Boston.

RECOMMENDATION

In response to the ICA's request (see attached letter), it is recommended that the Authority authorize an amendment to the lease agreement with the ICA to provide lease payments 1991 and 1992 will be made directly to the Arts Council. This payment will enable the Council to continue the necessary negotiations to purchase the firehouse building, as well as to cover their current rental obligations and operating expenses.

An appropriate vote follows:

VOTED: That the Director is hereby authorized to amend the May 14, 1973 lease agreement with the ICA to provide that the \$14,000 lease payment to be made by ICA for 1991 and 1992 will be made directly to the J.P. Arts Council in order to ensure the continual existence of this non-profit neighborhood arts organization.

